

## **MASTER SERVICE AGREEMENT**

This Master Service Agreement (this “Agreement”) is entered into on August 16, 2017 (the “Effective Date”) by and between Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the “Authority”), and ISI Contracting, Inc. (the “Contractor”).

### **RECITALS**

WHEREAS, the Authority has determined it is in the Authority’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, Authority and Contractor (collectively, the “Parties”) have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

#### **I.**

### **SERVICES**

Section 1.01. Services. Contractor shall perform certain road right-of-way maintenance services (the “Services”), as described in **Exhibit A**, for the Authority from time to time as provided by this Agreement and Contractor shall be compensated for Services duly approved in the manner set forth herein. Approval of Services shall be evidenced by a separate written proposal or service order (“Job Order”), counter signed by the Authority or its designee, which shall describe the service to be performed, duration of performance, the location, and the fees. All fees described in the Job Order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors (the “Board”) or its designee.

#### **II.**

### **SCOPE OF WORK**

Section 2.01. Scope of Work. All work performed as part of the Agreement is attached hereto in **Exhibit B**. All work performed will comply with the Texas Department of Transportation’s (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted November 1, 2014. The TxDOT Standard Specifications, along with associated TxDOT Standard Plans, will govern all work performed by the contractor, except as stated or modified below. Any activity that will require a road or lane closure must be coordinated in advance with the Authority prior to any work commencing.

#### **III.**

### **COMPENSATION**

Section 3.01. Payment for Services. The Compensation for the Services and payment schedule is set forth in **Exhibit C**. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested) for work performed pursuant to any Job Order to the entity approving the Job Order. Invoices shall be sent to the Authority’s bookkeeper for payment and to the Authority’s manager:

Authority's Bookkeeper  
Ms. Pamela Logsdon  
AVANTA Services  
5635 NW Central Drive, Suite 104E  
Houston, Texas 77092  
Phone 713-934-9107  
[pmlogsdon@avantaserv.com](mailto:pmlogsdon@avantaserv.com)

Authority's Manager  
Mr. Michael Stone  
Ft. Bend Grand Parkway Toll Road Authority  
P.O. Box 1307  
Richmond, Texas 77406  
Phone 281-242-9740  
[mikestone@mikestoneassociates.com](mailto:mikestone@mikestoneassociates.com)

Payment will be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

#### IV. GENERAL CONDITIONS

Section 4.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 4.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 4.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence – \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products-Completed Operations Aggregate - \$2,000,000
  - d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL,**

INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.

Section 4.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 4.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control. Any terms and conditions described in any attachments, exhibits, or Job Orders that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees shall have no effect and shall not be considered part of this Agreement.

Section 4.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any Authority having jurisdiction over Contractor's Services.

Section 4.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 4.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and

expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 4.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 4.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 4.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 4.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military Authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 4.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 4.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Any suit arising out of this agreement must be brought in Fort Bend County.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure:

<https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

Section 4.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 4.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 4.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 4.18. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

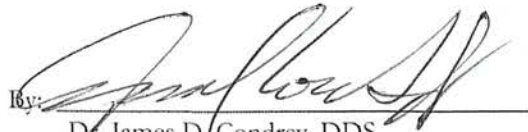
Fort Bend Grand Parkway Toll Road Authority	ISI Contracting, Inc.
c/o The Muller Law Group, PLLC	5215 Fidelity Street
16555 Southwest Freeway, Suite 200	Houston, Texas 77029
Sugar Land, Texas 77479	Attn: Jon Fletcher
Attn: Richard Muller	

Section 4.19. List of Local Government Officers. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of the Authority may be obtained by contacting the Authority's records administrator at (281) 500-6050.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]


FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By:   
Dr. James D. Condrey, DDS  
Chairman, Board of Directors

ATTEST:

By:   
ASSE • Secretary, Board of Directors

ISI CONTRACTING, INC.

By:   
Print Name: MIKEL PETERSEN  
Title: PROJECT MANAGER

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND  
COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL  
AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

# **EXHIBIT A**

## **SERVICES**

This section will describe the type of activities, tasks, and work requirements necessary to perform the Scope of Work as described below. The Contractor is responsible for the provision and allocation of the necessary resources, including the skilled manpower, tools and equipment, to execute, efficiently and effectively, the services outlined in this section as well as further described. The Contractor shall be responsible for familiarizing himself/herself with the existing roadway and right-of-way conditions and locations of assets for all three toll roads.

The Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway are utilized by travelers 24 hours per day 365 days per year, although most maintenance activities can be performed during routine work days (i.e. Monday – Friday, 7:00 am – 5:00 p.m.). Emergency services, severe weather events, and repairs or work activities that impact the free flow of traffic will require after hours response and scheduling. The Contractor is charged with providing the necessary manpower to address these situations in a timely manner.

The Contractor shall also provide the necessary manpower and equipment to perform all work outlined within this Agreement. Equipment shall include, but is not limited to tools, roadway and traffic control devices and equipment, vehicles and apparatus, signs, personal protective safety gear and equipment, communication devices, materials and supplies. The Contractor, as needed, shall be responsible for securing separate sites for employee parking, storage and stock-piling of materials and equipment and offices. Equipment being utilized for roadway work may be stored in the right-of-way overnight, but must be located a minimum of thirty feet from the edge of the roadway.

The Contractor will ensure that at least one designated representative of the Contractor, with the authority to act and take direction, is available 24 hours, 7 days per week to assist the Owner when needed. This representative must speak and write English competently and have the necessary resources to communicate with the Owner's agents and representatives within 15 minutes of receiving a request for communication.

The Contractor shall perform all work in a manner that precludes damage or destruction of non-work zone areas and/or non-right-of-way areas.

The Contractor will only be paid for work which is actually performed and accepted by the Owner, and authorized by the Owner through contract or directive from the Owner's representative.

The Contractor is required, under the Hazardous Communication Act, to provide, with each delivery of applicable hazardous substances as defined by the act, material safety data sheets to the Owner. The Contractor shall maintain a current file of these documents that are producible at the Owner's request.

The Contractor shall be required to provide proof of insurance, certified payrolls with invoices, and upon the request of the Owner's material/supply invoices verifying purchases.

The Contractor shall perform maintenance services, repairs, replacements, relocations, removals and installations in a manner consistent with the outlined scope of services, overall industry best practices and in accordance with the Texas Department of Transportation's ("TxDOT") Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted November 1, 2014; National Electric Code (NEC); OSHA and all applicable industry codes in affect



at the time of the performance of the specific work.

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

All work to be completed under this Agreement will be issued, tracked, approved, closed and paid based on work orders that are administered through an online Work Order System managed by the Owner. The Owner will issue, track, approve and close all Work Orders.

The Contractor will have access to the online work order system and will be provided training on the system by the Authority, if needed. The Contractor will be required to update all work orders based on work performed, attach before and after photographs for every work order, track work orders and include copies of all approved and closed work orders with the monthly invoice. The Contractor will not be able to approve or close work orders; therefore, it will be up to the Contractor to ensure the Owner agrees with and approves each work order and then closes each work order so that the Contractor can include it in the next monthly invoice.

For each work order, in addition to written documentation, the Contractor will be required to take before and after photographs of the work. The Contractor will upload the photographs through the online work order system and attach each photograph to the specific work order.

Once a work order is issued by the Owner, the Contractor will have a certain period of time to respond to the work order and resolve/repair the issue based on the assigned priority of the work order.

Once work orders are issued by the Authority and completed by the Contractor, the Contractor will have one business day to update the work order with the activity and/or actions taken including before and after photographs. If needed, the Contractor will have five business days from time of completion to update the costs in the work order. The updates to the work orders will be done through the online work order system.

The Contractor shall respond to the Owner's request for service as established by the following levels of service prioritization:

**Priority 1 – Incident / Emergency Service Call**

1. Issued via telephone for immediate response by the Contractor. Work order will be issued by the Owner following the service call.
2. Requires communication with the entity issuing the emergency request within 15 minutes of such notification for service.
3. Requires arrival on-site within sixty minutes from the initial notification.
4. Requires resolution of the incident within 24-hours of the initial notification. At this time, contingent upon inspection by the Owner, the Priority may be reclassified or closed.

**Priority 2 – Non-Routine Maintenance / Non-Emergency Asset Damage Service Call**

1. Issued via work order by the Owner.
2. Requires communication and planned resolution of the service issue within one business day of such notification for service.
3. Requires resolution of the issue within one to thirty calendar days as jointly determined by the Owner and the Contractor at the time the resolution is proposed by the Contractor.

### **Priority 3 – Routine Maintenance Service Call**

1. Issued via work order by the Owner.
2. Schedule and begin performing service within five business days of such notification for service.
3. Contractor has one to thirty calendar days to complete service request as jointly determined by the Owner and Contractor at the time the service is requested.

Mobilization costs will not be paid for directly. The Contractor's proposed prices shall be considered inclusive of all overhead (i.e. material, parts, tools, equipment, machinery, computers, cell phones/radios, consumables, supplies, toll charges, etc.) and profit.

Contractor shall provide all materials and spare parts. The Owner will provide a fenced maintenance yard located at FM-1464 and Westpark Tollway for material, spare parts and equipment storage; however, it will be the Contractor's responsibility to properly store, secure and maintain a clean storage yard.

Contractor will be responsible for all applicable toll charges required to perform the maintenance activities of the Owner. Excessive toll violations by the Contractor during the maintenance contract will be counted against the Contractor's Contract Performance.

Contractor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates. Accordingly, GC 2258 requires the Contractor to compensate any worker employed on a public works project not less than as applicable per the Wage Rates for Building Construction and Road Bridge Construction section.

At least 51% of the contract value awarded from this Agreement must be performed by the Contractor.

Key staff include but are not limited to Project Manager, Maintenance Supervisor, Traffic Control Supervisor and Field Supervisors. Key staff and subcontractors proposed by the Contractor cannot be replaced without prior written approval by the Owner. All key staff of the Contractor and subcontractors and at least one person in each crew must be able to effectively communicate both verbally and in writing in English.

The Contractor will not be allowed to utilize third tier subcontractors in response to this Proposal or to perform any work on the maintenance contract resulting from this Agreement.

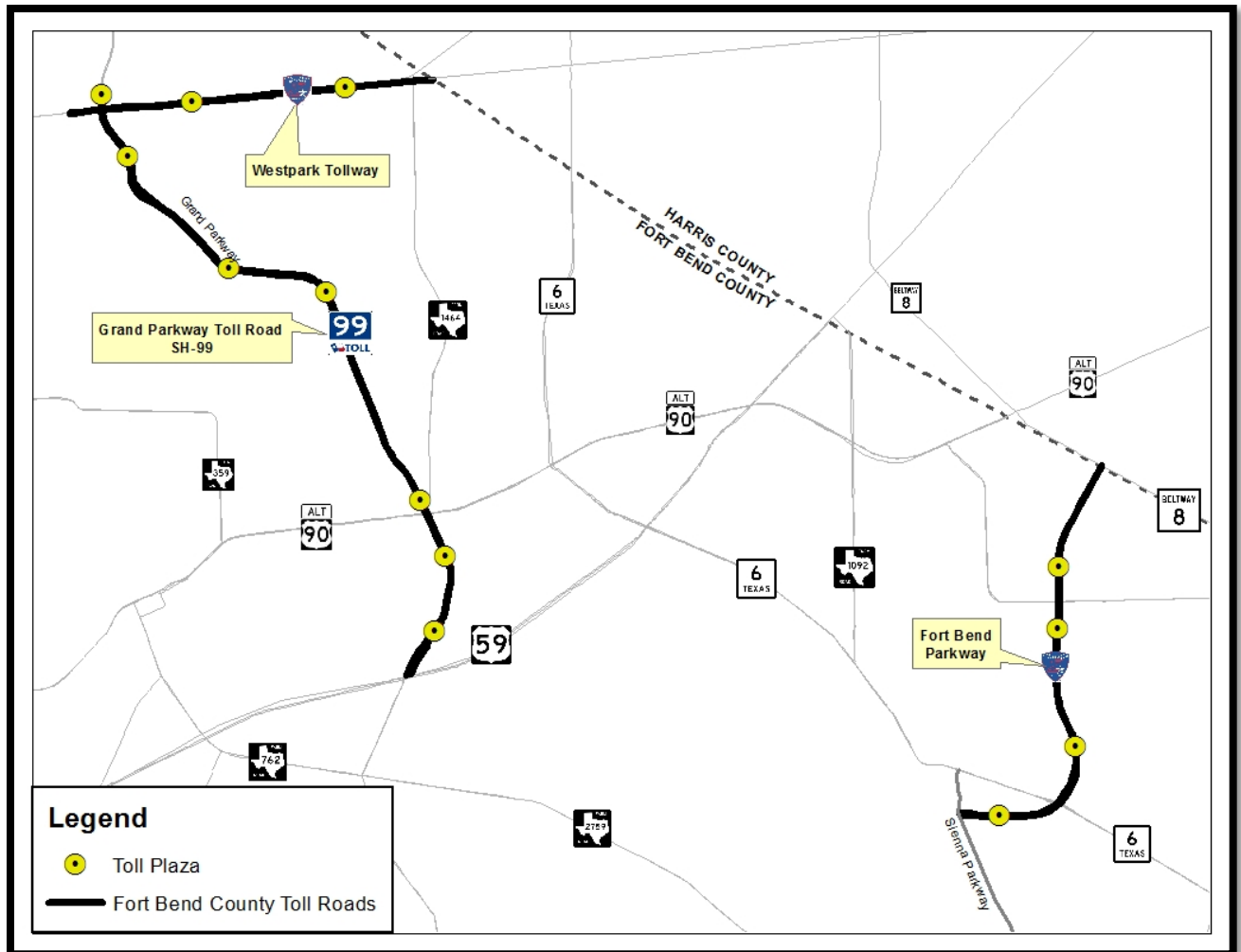
Any staff, subcontractors, vehicles and machinery used by the Contractor for maintenance of the toll roads must have proper identification. The Contractor's staff must either wear uniforms with Contractor's company name and/or Identification (ID) tags worn by each staff and visible at all times. The Contractor's vehicles and machinery must also be identified with the Contractor's company name/logo easily visible and large enough to be seen within 50 feet of the vehicle.

The Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations. The Contractor shall ensure that proper health and safety measures are performed and enforced at all times for the traveling public, agents and representatives of the Owner and the Contractor and Subcontractor employees. The Contractor must have and properly utilize safety equipment for all work on the toll roads. Safety equipment must meet all safety laws and regulations and be in sufficient condition to perform properly and provide the safety it was intended to provide.

## GENERAL OVERVIEW

Fort Bend County Toll Road Authority (FBCTRA) operates and maintains the sections of Fort Bend Parkway and Westpark Tollway within Fort Bend County. Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) operates and maintains Grand Parkway/SH-99 between US-59 and Fry Road. The scope of the Agreement will include all Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway right-of-way (ROW) within Fort Bend County, except for items noted below. FBCTRA and FBGPTRA will be referred to collectively as the “Authority”. The selected contractor will enter into a single service agreement with FBGPTRA for performing Road and Right-of-Way Maintenance Services for the Authority on all three toll roads in Fort Bend County.

**Map of Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Roads**



**Fort Bend County Toll Road Summary**

<b>Toll Road Name</b>	<b>Project Limits</b>	<b>Distance</b>	<b>Lane miles (Main Lane)</b>	<b>Lane Miles (Frontage)</b>
Fort Bend Parkway	Sam Houston Tollway/Beltway 8 to Sienna Pkwy.	8	32	0
Grand Parkway Toll Road	US-59 to S. Fry Rd.	13	52	27
Westpark Tollway	Ft. Bend/Harris County Line to Grand Parkway/SH-99	6	24	0

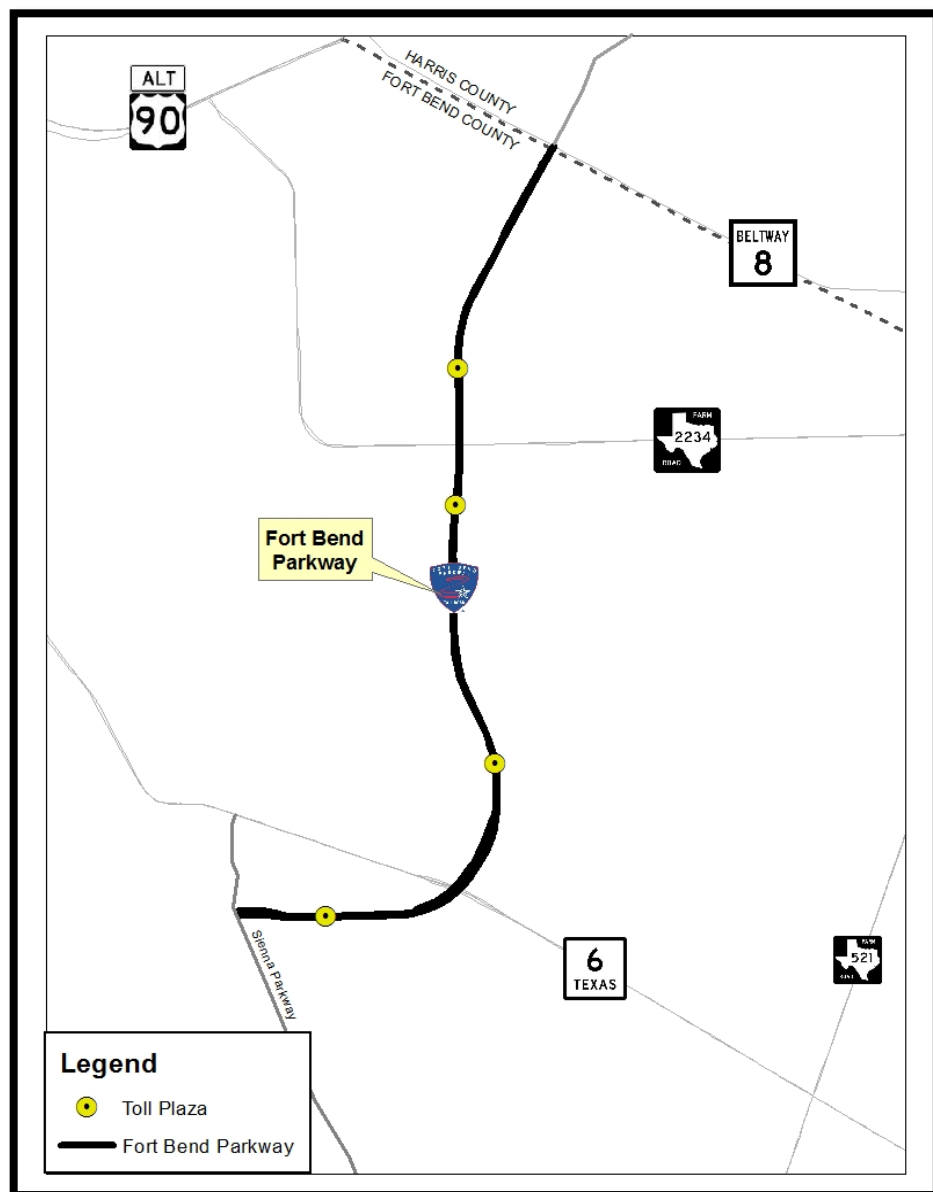
The Road and Right-of-Way Maintenance Services RFP **does not** include the following items that are maintained by the Authority under separate agreements:

- Electronic Toll Collection System including related cabinets and equipment
- Traffic Signals including related cabinets and equipment
- Landscape Maintenance
- Operation and Maintenance of Grand Parkway/SH-99 pump stations at US-90 and FM-1093 intersections (TxDOT)
- Roadway and Underpass Illumination repairs and maintenance (to perform inspection only).

## Fort Bend Parkway:

The Road and Right-of-Way Maintenance Services RFP includes the Fort Bend Parkway from Sam Houston Tollway/Beltway 8 to Sienna Parkway, including all exit and entrance ramps. The Fort Bend Parkway is an extension of the Harris County Toll Road Authority's (HCTRA) Fort Bend Toll Road. The Fort Bend Parkway has two main lanes in both the northbound and southbound direction and is approximately 8 miles long, or 32 lane miles, as shown on the following map. Currently under construction is a half-mile long bridge that will provide the four main lanes with non-stop travel over SH-6. The bridge project is expected to be complete by the end of 2016. Maintenance of the bridge over SH-6 is not included in the scope of the RFP, but will be added at a later date following project completion.

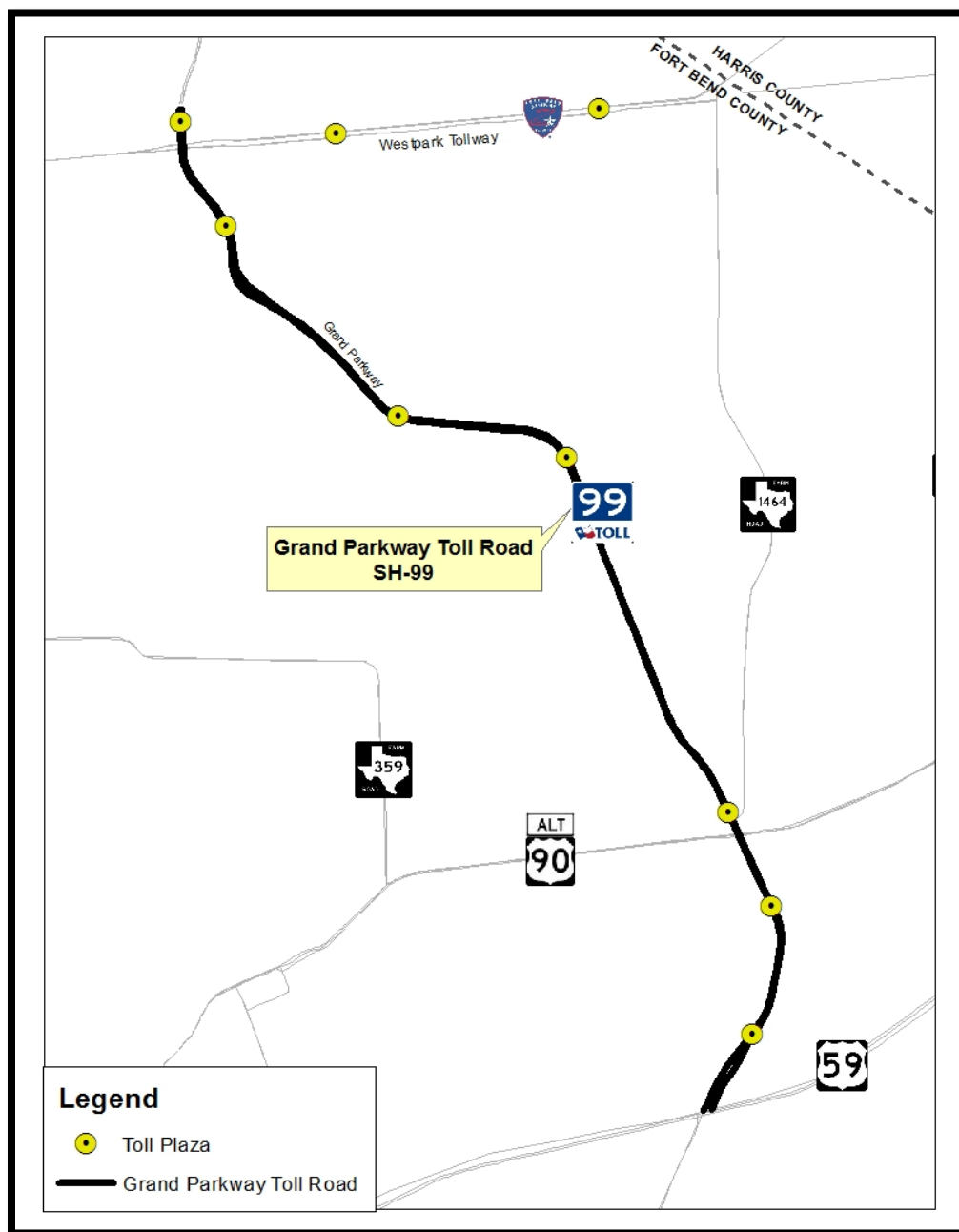
Map of Fort Bend Parkway



### Grand Parkway Toll Road:

The Road and Right-of-Way Maintenance Services RFP includes the Grand Parkway Toll Road/SH-99 from US-59 to just south of Fry Road. The Grand Parkway Toll Road has two main lanes in both the northbound and southbound direction and is approximately 13 miles long, or 52 lane miles, as shown on the following map. Also included in the Road and Right-of-Way Maintenance Services RFP is an additional 27 miles of frontage road and exit/entrance ramps that are part of the Grand Parkway/SH-99 system. The remaining portion of Grand Parkway/SH-99 from Fry Road north towards I-10 is maintained by TxDOT and is not included in the RFP.

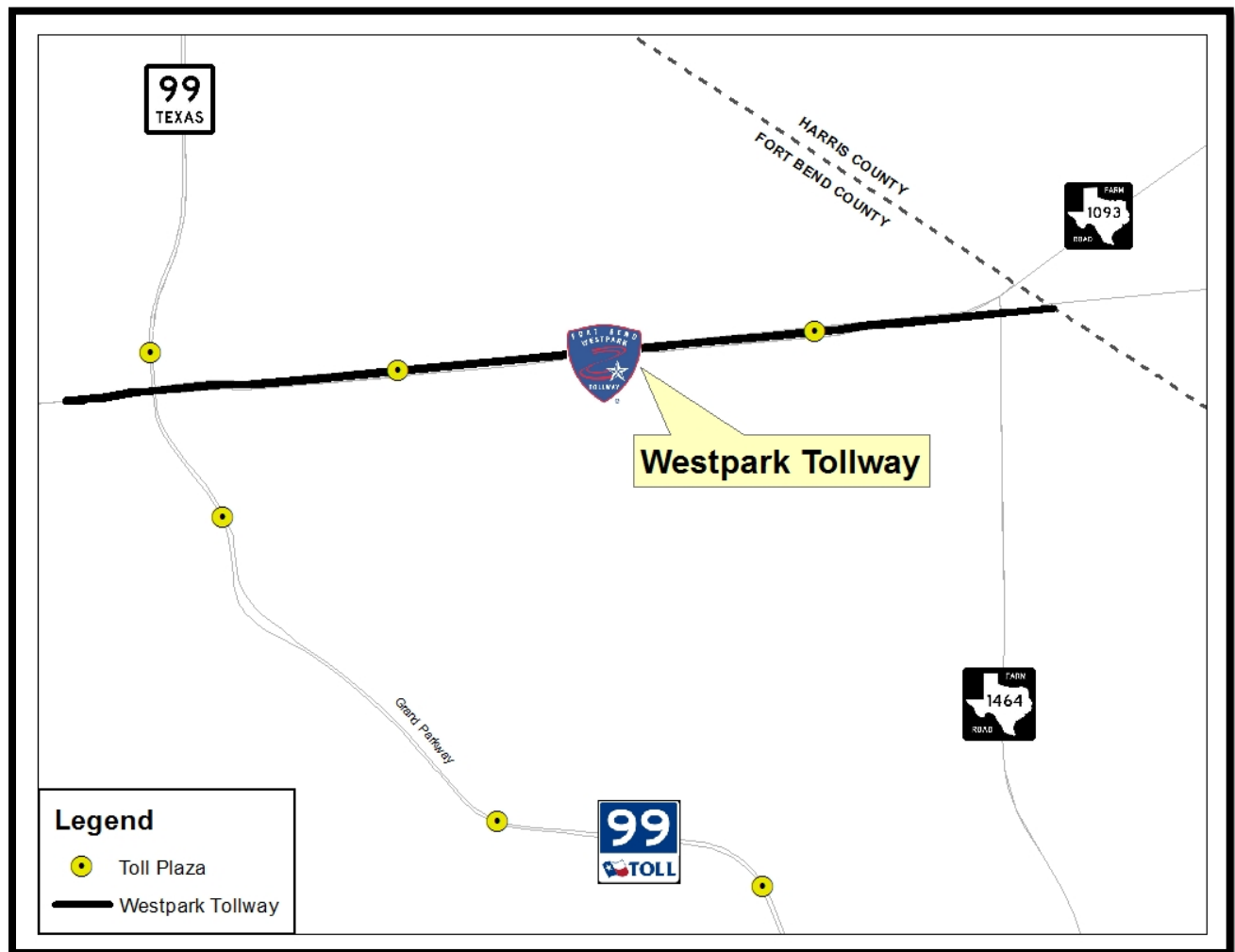
**Map of Grand Parkway Toll Road**



## Westpark Tollway:

The Road and Right-of-Way Maintenance Services RFP includes the Westpark Tollway from the Ft. Bend/Harris County line to just west of Grand Parkway/SH-99, including all exit and entrance ramps. The Fort Bend Westpark Tollway is an extension of the HCTRA's Westpark Tollway. The Westpark Tollway has two main lanes in both the eastbound and westbound direction and is approximately 6 miles long, or 24 lane miles of roadway as shown on the following map. FM-1093 serves as the frontage road on the north and south side of the Westpark Tollway and is maintained by TxDOT. FM-1093 facilities are **not** included in the RFP.

Map of Westpark Tollway





## **EXHIBIT B**

### **SCOPE OF WORK**

The following Routine Operations and Maintenance items will be performed at the contract frequencies stated below, throughout the term of the contract, unless otherwise directed by the Authority. The contract quantities represent one year of service. Routine Operations and Maintenance items will not require that a work order be issued by the Authority to commence work. On all Routine Operations and Maintenance items the contractor must provide a separate cost for each roadway based on the list of services below. Routine Operations and Maintenance items shall commence and be completed in accordance unless otherwise stated in the specifications or directed by the Authority.

The Contractor will provide a qualified person(s) to perform weekly road inspection services on all three toll roads (Fort Bend Parkway, Grand Parkway Toll Road, and Westpark Tollway) including all equipment and facilities. The item will be measured by the cycle and a separate cost provided for each road. The contractor must provide a written inspection report within 24 hours of the completion of each weekly inspection. Failure to provide a written report will be grounds for non-payment of the Road Inspection line item on the invoice. Furthermore, completed Road Inspections and reports that fail to include all items in need of maintenance or repair will be grounds for non-payment of Road Inspection line items on the invoice.

The individual conducting the daily road inspection will have a minimum of 5 years' experience in performing similar types of inspection services as listed below. The road inspector is expected to perform the following duties while driving and walking the road and right-of-way:

- Safety assessment
- Inspection of all road side equipment and signs to determine maintenance needs
- Inspection of storm sewer, drains and inlets to determine cleaning needs
- Inspection of right-of-way to determine need for litter collection, debris collection, vegetation maintenance
- Inspection of bridges, pavement, pavement markings and surface to determine maintenance needs or further in-depth inspection services
- Provision of written documentation, reports, photographs and recommendations of maintenance needs
- Other inspection duties as assigned by the Authority
- Bi-Weekly meeting with Authority representative

The Contractor will perform a monthly Illumination Inspection during nighttime conditions in order to inspect all roadway and underpass illumination. Nighttime conditions are defined as at least one hour after sunset and one hour before sunrise. A written report will be submitted within 48 hours of completion, and will include the dates and times of inspection. Illumination Inspections should note pole numbers and fixture description, where applicable. The item will be measured by the cycle and a separate cost provided for each road.

Litter Removal will be performed as stated in TxDOT Standard Specifications - Item 734. The item will be measured by the cycle and a separate cost provided for each road. A Litter Removal cycle will be performed weekly on all roads. The limits of Litter Removal include the entire right-of-way for

each road. The following are the approximate acres of right-of-way for each road, excluding paved surfaces:

<b>Toll Road Name</b>	<b>Litter Removal (Acres)</b>
Fort Bend Parkway	176
Grand Parkway Toll Road	342
Westpark Tollway	74

Debris Removal will be performed as stated in TxDOT Standard Specifications - Item 735. The item will be measured by the cycle and a separate cost provided for each road. A Debris Removal cycle will be performed daily at the beginning of every weekday on all roads. The limits of Debris Removal include all paved surfaces on all roads. The line item cost for each road should aggregate the total cost for the following Debris Removal work methods: Center Medians and Mainlanes, Frontage Roads, and Entrance and Exit Ramps.

Cleaning/sweeping will be performed as stated in TxDOT Standard Specifications - Item 738. The item will be measured by the cycle and a separate cost provided for each road. A Cleaning/sweeping cycle will be performed monthly on all roads. The line item cost for each road should aggregate the total cost for the following Cleaning/Sweeping work methods: Center Medians, Outside Mainlane, Frontage Road, and Entrance and Exit Ramps. Barricades, Signs, and Traffic Handling will be performed as stated in TxDOT Standard Specifications – Item 502. The item will be measured by the month and includes full compensation for barricades, signs, and traffic handling required for all maintenance and operations functions performed by the contractor. Any work performed by the Contractor in the right-of-way may be subject to implementation of traffic control measures and lane closures at the discretion of the Authority. For all lane closures, the Contractor will coordinate with the Authority at least 24 hours in advance. Lane closures shall not be scheduled during the following peak traffic hours, unless approved by the Owner:

Monday – Friday: 6:00 a.m. - 9:00 a.m. and 4:00 p.m. - 7:00 p.m.

Some traffic control measures and lane closures shall require the use of a certified law enforcement officer; this requirement will be at the discretion of the Authority. Payment for any law enforcement personnel requested by the Authority will be addressed.

Barricades, Signs, and Traffic Handling also includes responding to all emergency conditions as directed by the Authority, including emergency lane or highway closures. For emergency response outside of normal working hours (Monday - Friday, 7:00 a.m. - 5:00 p.m.) the Authority will provide additional payment for overtime labor costs only. Overtime labor cost for emergency Barricades, Signs, and Traffic Handling will be paid. All material and equipment costs outside of normal working hours are subsidiary to the monthly item, unless otherwise approved by the Authority.

On-call Facility and Equipment Repairs will be performed as needed and only following work order approval by the Owner and its representatives. All work will be performed and tracked.

Small Road Sign Assembly repairs will be performed and payment made as stated in TxDOT (Houston District) Special Specification 6044 – Small Roadside Sign Assemblies.

After any work order is issued that involves Force Account Work, the contractor will provide estimated costs to the Owner before proceeding. The Owner must review and approve cost estimates before work begins. Emergency responses and the associated costs will be handled on an individual basis and may not require cost estimates before work is approved, if directed by the Owner.

“Labor”, is revised to read in its entirety as follows:

Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 15% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

“Insurance and Taxes”, is revised to read in its entirety as follows:

An additional 55% of the labor cost, excluding the 15% compensation provided in Section 9.7.1.1., “Labor”, will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

“Materials”, is revised to read in its entirety as follows:

Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 15% of this sum will be paid as compensation for overhead and profit.

# EXHIBIT C

ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	CONTRACT QTY.	2015-17 UNIT COST	2015-17 EXT. COST	2017-18 UNIT COST	2017-18 EXT. COST
FBP	1000-6001	ROAD INSPECTION	CYC	52	272.00	14,144.00	277.71	14441.02
GP	1000-6001	ROAD INSPECTION	CYC	52	550.00	28,600.00	561.55	29200.60
WPT	1000-6001	ROAD INSPECTION	CYC	52	272.00	14,144.00	277.71	14441.02
FBP	1000-6002	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	229.73	2756.70
GP	1000-6002	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	229.73	2756.70
WPT	1000-6002	ILLUMINATION INSPECTION	CYC	12	225.00	2,700.00	229.73	2756.70
FBP	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	1,500.00	18,000.00	1531.50	18378.00
GP	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	2,600.00	31,200.00	2654.60	31855.20
WPT	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	1,500.00	18,000.00	1531.50	18378.00
FBP	0734-6002	LITTER REMOVAL	CYC	52	900.00	46,800.00	918.90	47782.80
GP	0734-6002	LITTER REMOVAL	CYC	52	1,900.00	98,800.00	1939.90	100874.80
WPT	0734-6002	LITTER REMOVAL	CYC	52	900.00	46,800.00	918.90	47782.80
FBP	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMP)	CYC	260	250.00	65,000.00	255.25	66365.00
GP	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMP)	CYC	260	400.00	104,000.00	408.40	106184.00
WPT	0735-6001	DEBRIS REMOVAL (CNTR MEDIANS/MAINLANES, FRONTAGE ROADS, ENTRANCE/EXIT RAMP)	CYC	260	300.00	78,000.00	306.30	79638.00
FBP	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	3,800.00	45,600.00	3879.80	46557.60
GP	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	9,600.00	115,200.00	9801.60	117619.20
WPT	0738-6001	CLEANING / SWEEPING (CENTER MEDIAN, OUTSIDE MAIN LANE, FRONTAGE ROAD, ENTRANCE/EXIT RAMP)	CYC	12	2,900.00	34,800.00	2960.90	35530.80

## SUB-TOTAL - ROUTINE OPERATIONS AND MAINTENANCE:

ROAD	ITEM NO	ITEM DESCRIPTION	UNIT	EST. QTY.	2015-17 UNIT COST	EXT. COST	2017-18 UNIT COST
ALL	0104-6021	REMOVING CONC (CURB)	LF	1,000	1.00	1,000.00	1.02
ALL	0104-6054	REMOVING CONC (MOW STRIP)	LF	500	9.00	4,500.00	9.19
ALL	0361-6002	FULL - DEPTH REPAIR CRCP (8")	SY	250	270.00	67,500.00	275.67
ALL	0361-6004	FULL - DEPTH REPAIR CRCP (10")	SY	250	275.00	68,750.00	280.78
ALL	0361-6005	FULL - DEPTH REPAIR CRCP (11")	SY	250	300.00	75,000.00	306.30
ALL	0361-6006	FULL - DEPTH REPAIR CRCP (12")	SY	250	305.00	76,250.00	311.41
ALL	0416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LF	50	50.00	2,500.00	51.05
ALL	0416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LF	50	95.00	4,750.00	97.00
ALL	0432-6001	RIPRAP (CONC) (4 IN)	CY	250	300.00	75,000.00	306.30
ALL	0432-6045	RIPRAP (MOW STRIP) (4 IN)	CY	250	300.00	75,000.00	306.30
ALL	0438-6001	CLEANING AND SEALING EXISTING JOINTS	LF	5,000	18.00	90,000.00	18.38
ALL	0512-6001	PORT CTB (FUR & INST)	LF	300	82.00	24,600.00	83.72
ALL	0512-6013	PORT CTB (DES SOURCE)	LF	300	30.00	9,000.00	30.63
ALL	0512-6025	PORT CTB (MOVE)	LF	300	4.00	1,200.00	4.08
ALL	0529-6002	CONC CURB (TYPE II)	LF	1,000	8.00	8,000.00	8.17
ALL	0636-6001	ALUMINUM SIGNS (TY A)	SF	2,000	17.00	34,000.00	17.36
ALL	0636-6002	ALUMINUM SIGNS (TY G)	SF	500	18.00	9,000.00	18.38
ALL	0636-6004	REFURBISH ALUMINUM SIGNS (TY A)	EA	500	15.00	7,500.00	15.32
ALL	0636-6005	REFURBISH ALUMINUM SIGNS (TY G)	EA	500	16.00	8,000.00	16.34
ALL	0636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	SF	2,000	22.00	44,000.00	22.46
ALL	0636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	SF	500	30.00	15,000.00	30.63
ALL	0647-6001	INSTALL LRSS (STRUCT STEEL)	LB	250	2.65	662.50	2.71
ALL	0658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	EA	250	7.00	1,750.00	7.15
ALL	0658-6026	INSTL DEL ASSM (D-SY) SZ (BRF) CTB	EA	250	7.00	1,750.00	7.15
ALL	0658-6027	INSTL DEL ASSM (D-SY) SZ (BRF) CTB (BI)	EA	250	7.00	1,750.00	7.15
ALL	0658-6036	INSTL DEL ASSM (D-DW) SZ 1 (FLX) GND	EA	50	46.00	2,300.00	46.97
ALL	0658-6047	INSTL OM ASSM (OM-2Y) (WC) GND	EA	50	47.00	2,350.00	47.99
ALL	0658-6061	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2	EA	50	26.00	1,300.00	26.55
ALL	0658-6064	INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2	EA	50	26.00	1,300.00	26.55
ALL	0685-6001	INSTALL RDSD FLASH BEACON ASSEMBLY	EA	10	6,600.00	66,000.00	6738.60
ALL	0685-6004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	EA	10	7,600.00	76,000.00	7759.60
ALL	0685-6007	REPAIR RDSD FLASH BEACON ASSEMBLY	EA	20	5,700.00	114,000.00	5819.70
ALL	0700-6004	POTHOLE REPAIR (STANDARD)	LB	5,000	10.00	50,000.00	10.21
ALL	0713-6001	JT SEALING AND CLEANING (TRANS CNTR JTS)	LF	2,500	14.00	35,000.00	14.29
ALL	0713-6002	JT SEALING AND CLEANING (LONGT CNTR JTS)	LF	2,500	14.00	35,000.00	14.29
ALL	0713-6003	JT SEALING AND CLEANING (LNGT CNSTR JTS)	LF	2,500	16.00	40,000.00	16.34
ALL	0713-6004	JT SEALING AND CLEANING (EXPANSION JTS)	LF	2,500	31.00	77,500.00	31.65
ALL	0713-6005	CRACK CLEANING AND SEALING (JCP)	LF	2,500	24.00	60,000.00	24.50

ALL	0720-6002	SPALLING REPAIR (POLYMERIC) (FLEXIBLE)	GAL	5,000	63.00	315,000.00	64.32
ALL	0720-6003	SPALLING REPAIR (POLYMERIC) (SEMIRIGID)	GAL	5,000	49.00	245,000.00	50.03
ALL	0720-6004	FIBER REINFORCED PATCHING MATERIALS	LB	10,000	2.95	29,500.00	3.01
ALL	0734-6003	LITTER REMOVAL (SPOT)	AC	10	80.00	800.00	81.68
ALL	0735-6007	DEBRIS REMOVAL (SPOT)	MI	10	95.00	950.00	97.00
ALL	0738-6010	CLEANING / SWEEPING (SPOT)	EA	10	750.00	7,500.00	765.75
ALL	0738-6011	CLEANING / SWEEPING (HANDWORK)	SY	5,000	2.00	10,000.00	2.04
ALL	0738-9004	CLEANING / SWEEPING (CTB DRAINAGE SLOTS)	LF	1,000	4.25	4,250.00	4.34
ALL	0740-6001	REMOVE GRAFFITI (BLAST CLEANING)	SF	500	1.50	750.00	1.53
ALL	0740-6002	REMOVE GRAFFITI (PAINTING)	SF	500	1.50	750.00	1.53
ALL	0740-6003	REMOVE GRAFFITI (CHEMICAL CLEANING)	SF	500	2.00	1,000.00	2.04
ALL	0764-6001	DRAIN INLET CLEANING	EA	200	95.00	19,000.00	97.00
ALL	0764-6021	SLOTTED DRAIN CLEANING	LF	100	9.00	900.00	9.19
ALL	0770-6001	REPAIR RAIL ELEMENT (W - BEAM)	LF	500	12.00	6,000.00	12.25
ALL	0770-6002	REPAIR RAIL ELEMENT (THRIE - BEAM)	LF	100	30.00	3,000.00	30.63
ALL	0770-6003	REPAIR RAIL ELEMENT (THRIE-BM TRANS TO W-BM)	LF	100	20.00	2,000.00	20.42
ALL	0770-6004	REPAIR RAIL ELEMENT (T4S)	LF	100	5.00	500.00	5.11
ALL	0770-6012	REM / REPL TIMBER POST W / O CONC FND	EA	50	32.00	1,600.00	32.67
ALL	0770-6014	REM / REPL TIMBER POST W / CONC FND	EA	50	40.00	2,000.00	40.84
ALL	0770-6021	REPLACE SINGLE GDRAIL TERMINAL RAIL	LF	500	16.00	8,000.00	16.34
ALL	0770-6022	REPLACE SINGLE GDRAIL TERMINAL POST	EA	50	48.00	2,400.00	49.01
ALL	0770-6023	REPAIR OF TERMINAL ANCHOR POSTS	EA	50	4.00	200.00	4.08
ALL	0770-6024	REPLACE TERMINAL ANCHOR POSTS	EA	50	4.00	200.00	4.08
ALL	0770-6028	REPL SINGLE GDRAIL TERM IMPACT HEAD	EA	10	900.00	9,000.00	918.90
ALL	0770-6029	REM & RESET SGT IMPACT HEAD	EA	10	90.00	900.00	91.89
ALL	0770-6030	REPLACE SGT CABLE ASSEMBLY	EA	10	105.00	1,050.00	107.21
ALL	0770-6031	REPLACE SGT CABLE ANCHOR	EA	10	85.00	850.00	86.79
ALL	0770-6032	REPLACE SGT CABLE STRUT	EA	10	60.00	600.00	61.26
ALL	0770-6033	REPLACE SGT CABLE OBJECT MARKER	EA	10	25.00	250.00	25.53
ALL	0774-6003	REMOVE AND REPLACE (NARROW REACT 350)	EA	5	20,000.00	100,000.00	20420.00
ALL	0774-6010	REPAIR (REACT)	EA	20	950.00	19,000.00	969.95
ALL	0774-6023	REPAIR (REACT) (N) (MISC) (HARDWARE)	EA	20	900.00	18,000.00	918.90
ALL	0774-6027	REPAIR (REACT) (N) (CYLINDERS)	EA	20	2,325.00	46,500.00	2373.83
ALL	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	36	90.00	3,240.00	91.89
ALL	6044-6001	REPAIR SMALL RDSD SIGN SUPT & ASSEM	EA	150	200.00	30,000.00	204.20
ALL	6044-6002	RELOC SMALL RDSD SIGN SUPT & ASSEM	EA	25	200.00	5,000.00	204.20
ALL	6044-6003	REPLACE SMALL RDSD SIGN SUPT & ASSEM	EA	100	450.00	45,000.00	459.45
ALL	6044-6004	REMOV SMALL RDSD SIGN SUPT & ASSEM	EA	25	65.00	1,625.00	66.37
ALL	9	FORCE ACCOUNT WORK		-	-	\$75,000.00	-

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-248441

Date Filed:  
08/11/2017

Date Acknowledged:  
8/11/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ISI Contracting, Inc.  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

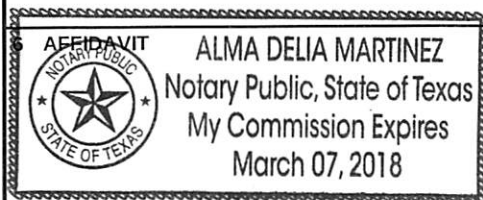
Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

08112017  
Right of way maintenance services for Fort Bend Toll Road Authority

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Browne, this the 11<sup>th</sup> day of August, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath: Alma Delia Martinez  
Printed name of officer administering oath: Alma Delia Martinez  
Title of officer administering oath: PA Assistant